

DEC 01 2006

CONTRACT

STEUBEN COUNTY

ASSESSOR

This agreement is entered into as of the 2nd day of January 2007 by and between Indiana Assessment Service, (Contractor) with its principal address located at 1611 Main Street, Rochester, Indiana 46975, and Steuben County, (Client) with its principal address located at 317 S Wayne, Suite 2G, Angola, Indiana 46703.

In consideration of Client retaining Indiana Assessment Service (IAS) to provide real property assessment maintenance service for Client, it is agreed as follows:

- (1) **Terms of Agreement:** - Contractor will provide Client with real property assessment maintenance service. The term of this contractual agreement shall be January 2, 2007 to May 31, 2007. For services related to the 2007 pay 2008 real property assessment maintenance assistance, the following fee shall apply:

A fee of \$17.94 (seventeen dollars and ninety four cents) per parcel with an estimate of 1,800 (one thousand eight hundred) parcels for a fee of \$32,292.00 (thirty two thousand two hundred ninety two dollars and zero cents). The Client agrees that there will be no fee reduction if the parcel unit is less than 1,800 (one thousand eight hundred). The Client agrees that if the parcel unit is over 1,800 (one thousand eight hundred), the Contractor will appraise an additional cost of \$21.50 (twenty one dollars and fifty cents) per parcel unit. The Client agrees that IAS provides 1 (one) field inspection to collect data on changes resulting from new construction, alterations, and demolitions for residential, agricultural, commercial and industrial properties. Upon termination of this agreement, payments under this paragraph shall cease; provided, however, that Contractor shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which Contractor has not yet been paid.

**NOTE: The base fee of \$32,292.00 (thirty two thousand two hundred ninety two dollars and zero cents) is billed in 5 (five) equal monthly payments. On the first day of each month, Contractor will submit a billing invoice to the Client. The amount stipulated on the billing invoice will be due within 45 (forty-five) days from the date of the billing invoice. If the original estimate of 1,800 (one thousand eight hundred) parcel units is exceeded, Contractor will submit an additional billing statement with the final invoice. If services are completed prior to the end of the stipulated contract period, Contractor will submit final billing invoice to include the entire sum of the remaining fees due the Contractor.*

- (2) **DESCRIPTION OF SERVICE:** - The Client hereby retains Contractor, under the provisions of this contractual agreement, to perform the following real property assessment maintenance consulting service:

2a) **REAL PROPERTY ASSESSMENT MAINTENANCE SERVICE:** - Contractor provides the local assessing officials with field data collection on changes resulting from new construction, alterations, and demolitions for residential and agricultural properties of certain designated properties and effect the value effective for the tax lien date of March 1, 2007, as specified. Contractor shall make changes to the field copy of the current assessment record card in red pencil. Contractor will provide photographs of the front of each new dwelling. Contractor shall not price or provide Client with a priced property record card for residential or agricultural properties.

- (3) **SUPPORT SERVICE** - With respect to the 2007 real property assessment maintenance service, the Client agrees to provide the following support service to the Contractor:

- A. Copies of the current assessment record card with building permit information
- B. Copy of parcel location map
- C. The Client shall route (assign a number) each property record card to parcel location on map to match individual parcel with location on parcel map
- D. Other records as they may be deemed necessary
- E. On each parcel, Client shall enter the Contractor's data collection information into the county assessment system software to ensure accurate pricing and assessment.

- (4) **DIRECTION OF THIS AGREEMENT:** - The entire contractual agreement shall be under the direction of the

County Assessor, or their designee, as contract representative, and as such shall have the right of final approval of all personnel, procedures, and related forms.

- (5) **ENTRY AND WORKSPACE:** - The Client agrees to supply temporary workspace area (free of charge) to Contractor's agents. The temporary workspace area shall be located within the local assessing official's office. Temporary workspace area is provided to Contractor on a short-term basis, to the extent needed, to fulfill any obligations for the Client.
- (6) **TERMS AND CONDITIONS:** - It is understood that Contractor shall, at all times, have complete control over the services of its personnel while working under this contractual agreement, and expressly reserves the right to control the manner, means and details to ensure performance of services, as well as the ends to be accomplished. It is also understood that Client shall not solicit any Contractor agent(s) for employment. If Client fails to comply with this contractual provision, and hires the Contractor's agent as Client's employee, the Client agrees to pay Contractor the entire gross annual amount of that Contractor employee's total annual gross salary* as compensation to Contractor for employee loss.

**NOTE: Total annual gross salary will be determined using Contractor's current record of gross annual salary for that Contractor employee.*

- (7) **CONFIDENTIAL INFORMATION:** - The parties have determined that certain needed information from the Client to the Contractor is confidential in nature. The Client, upon marking the needed information as "Confidential", limits the use of that information by the Contractor. Contractor may use "Confidential" information of Client only for the purpose of this contractual agreement, and shall protect such "Confidential" information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than a reasonable degree of care. Contractor may disclose "Confidential" information received hereunder to Contractor's attorney. No other disclosure of "Confidential" information is permitted. Client assumes all risks, known or unknown, incident to Contractor use of "Confidential" information, and Contractor shall have no liability of any kind to Client or any third party arising out of such use.
- (8) **DEFAULT:** - If Client shall fail to pay payment when due, or perform any term hereof, after not less than seven (7) days written notice of such default given in the manner required by law, the Contractor, at its option, may terminate all services described within this contract, unless Client, within said time, shall cure such default. In the event of default of payment by Client, Contractor may elect to (a) continue the contract in effect and enforce all its rights and remedies hereunder, including the right to recover the payment(s) as they become due, or (b) at any time terminate all of the Client's rights hereunder and recover from the Client all damages they may incur by reason of the breach of the contract.
- (9) **WAIVER:** - Failure of Contractor to enforce any term hereof shall not be deemed a waiver, nor shall any acceptance of a partial payment be deemed a waiver of the Contractor's right to the full amount thereof.
- (10) **SEVERABILITY:** - If any provision or clause of this contract or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or application of the contract which can be given effect without the invalid provision of application, and to this end the provisions of this contract are declared to be severable.
- (11) **ATTORNEY FEES:** - In any legal action brought by the Contractor or Client to enforce the terms hereof, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.
- (12) **TERMINATION OF THIS ENTIRE AGREEMENT:** - Termination of this entire agreement may be made by either party, with 30 days written notice. Written notice must be given by certified mail. The remaining fee, which is due the Contractor from the Client, is to be paid in full on the date of contract termination.

- (13) **NOTICES:** - Any notice which either party may give, or is required to give, may be given by mailing the same, postage prepaid, to the Client, at the address shown above, or to the Contractor, at the address shown above, or at such other places as may be designated by the parties from time to time.
- (14) **INDEPENDENT CONTRACTOR AGREEMENT:** - It is understood that the Contractor executes this agreement as an independent contractor and is not an employee of the Client. Contractor waives any rights to recovery from Client for any injuries that Contractor (and/or Contractor's employees) may sustain while performing services under this contractual agreement and that are a result of the negligence of Contractor or Contractor's employees.
- (15) **RETURN OF RECORDS:** - Upon completion or termination of this contractual agreement, Contractor shall return all records, notes, data, and equipment of any nature that are Client's property or related to Client's business.
- (16) **ENTIRE AGREEMENT:** - The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following attachment(s) and rider(s), if any, have been made a part of this agreement before the parties' execution hereof: _____

Dated this the 18th day of December, 20 06.

Board of Commissioners of the County of Steuben

Print Client Name

317 S Wayne, Suite 2 G

Client Principal Address

Angola, Indiana 46703

City/State/ZIP Code

260-668-1000

Client Telephone Number

County Commissioner Signature

County Commissioner Signature

County Commissioner Signature

Attest:

Edward J. Bisch Jr. for Indiana Assessment Service

Print Contractor Name

Contractor Signature

President

Contractor Title

1611 Main St.

Contractor Principal Address

Rochester, IN 46975-2621

City/State/ZIP Code

574-223-4777

Contractor Telephone

574-224-4777

Contractor Fax